131
South Dearborn

CONTRACTOR REGULATIONS
& GUIDELINES

This manual serves as a guide to tenants, design consultants and contractors involved in the design and construction of Leasehold Improvements at 131 South Dearborn. The information provided within this Manual is not intended to alter the Tenant's Lease Agreement and, in the case of a conflict between this Manual and the Lease, the Lease shall supersede. This manual is subject to change from time to time.

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GENERAL POLICIES & PROCEDURES

A. Hines Participation

1. Hines Midwest LLC (Hines) will be involved in the Tenant Improvement (T.I.) process from "kickoff" to "move in", including plan review, pre-testing, testing, and pre-qualification of Contractors and the coordination of building systems tie-in. Hines will coordinate the use of the loading dock and freight elevators.
2. Hines reserves the right to inspect work, stop work and/or have workers removed from the job at any time during the project.

B. Hines/Contractor Cooperation

1. The Contractor's superintendent is encouraged to make use of Hines' experience with the building systems. Hines staff will make themselves available for consultation during the entire process. They will attend all meetings with the Contractors, Subcontractors or space planners that involve building systems or major changes of scope, and as such, expect to be informed of all meetings.

C. Hines Approval of Construction Plans/General Information

1. Approval: Plans and specifications must be approved prior to commencement of any work. Contractor/Architect is responsible for confirming with Hines on the approval of the plans and specifications. Hines should be provided with two (2) full sets of drawings for review prior to work commencing.
2. Coring I Floor Loading: Floor coring is permitted on a limited basis only after review and approval by the Building Landlord and a Structural Engineer. Tenant Contractor is to provide a complete drawing showing all proposed core locations as well as any existing core locations within a 20' radius of the coring area. Any costs related to the structural review and approval will be the Tenant's responsibility. All coring will need to be completed after-hours or on weekends and must be coordinated with the Landlord prior to proceeding and all coring is subject to Landlord's review of floor scanning which is to be done prior to coring. Structural review and approval will also be required for any atypical loading scenarios (i.e., high-density files, safes etc.).
3. Meeting: A "kick-off' meeting will be scheduled with Hines prior to the start of construction with Tenant representative(s), Architectural and Engineering representative(s), Contractor(s) and Hines, to discuss guidelines, procedures, schedules, quality control and other items that will make the job run smoother for all parties.
4. Coordination: All coordination of Hines services (i.e., use of loading dock, freight elevator, deliveries, after-hours access, etc.) will be done by the General Contractor (Project Managers) only, not individual Subcontractors.

5. All work must be approved in advance by Building Manager. The Tenant or Tenant's Architect/Engineer shall submit two (2) up to date copies to the Office of the Building for review. A minimum of five (5) working days should be allowed for this review.
6. All proposed work that includes partition and/or electrical revisions is required to have MEP drawings prepared by a professional engineer licensed in the State of Illinois. Air balancing for the HVAC systems shall be coordinated with Building Manager and performed by contractors approved by Building Manager. An air balance report shall be approved by the Tenant's MEP engineer and provided to Building Manager upon completion of the work.
7. Building Permits are required per City of Chicago Code. Copies of Building Permits must be posted at the construction site and supplied to Building Manager prior to commencement of the work.
8. All contractors and/or subcontractors must be approved in advance by Building Manager. The names and telephone numbers of key personnel who are empowered to represent the contractor on all matters (including emergency telephone numbers) shall be submitted to Building Manager prior to the start of work.
9. Prior to starting work, Certificates of Insurance for the contractor and his subcontractors must be submitted to Building Manager. The Certificates of Insurance must be in accordance with the requirements listed at the end of this document.
10. Contractors are required to submit a construction schedule to Building Manager prior to commencement of the work.
11. Upon completion of the work, two (2) as-built drawings and (1) as-built CD approved by the Tenant's architect and engineer must be submitted to Building Management in the form of digital PDF and hard copy, along with two (2) copies of all equipment operating and maintenance manuals including all mechanical test and balancing reports. Release of final retainer payment is contingent on delivery of as-builts including CAD files.
12. Tenant contractor shall deliver to Building Management one (1) copy of any and all guarantees and warranties with terms and conditions in accordance with the Tenant's Lease Agreement and the construction documents.
13. Tenant Contractor shall submit a written statement verifying that no materials containing PCBs, asbestos or any other substances or materials categorized as a known carcinogen or hazardous to human health has been used in the construction of the project.
14. All waivers of lien, affidavits, and invoices must name 131 South Dearborn LLC as the Owner.
15. All work must comply with City of Chicago Codes and 131 South Dearborn Tenant Design Standards Manual. Contractor is responsible for insuring that all work performed complies with the above requirements. Any questions or concerns regarding the Building Rules and Regulations should be directed to Building Manager.
16. All applicable Local, State and Federal codes must be followed and met. Landlord review does not imply compliance for applicable codes.
17. The Contractor's work shall be scheduled so that in no way conflicts, interferes with or impedes the quiet and peaceful environment of other Tenants and their activities. Any work that is in conflict with the other Tenants will be rescheduled by the Contractor to such dates or times approved by Building Management. Building Management

reserves the right to cease the Contractor's work at any time if such work conflicts with other Tenants' activities. Tenant business hours are 7:30 AM to 6:00 PM, Monday through Friday.

18. There will be no work in another Tenant's space without obtaining Building Management and the other Tenant's written permission. Work in another Tenant's space shall be performed after hours or at the other Tenant's convenience and must be scheduled with Building Manager 48 hours prior to commencing such work.
19. Tenants reserve the right to request security monitoring during such work that may occur in their space due to construction for a separate tenant. Any costs associated with security requests will be the responsibility of the Tenant performing the work.
20. The Contractor will not install any identifying signage or advertising within, or on the grounds of, 131 South Dearborn.
21. Entry doors to base building air handling rooms, freight elevator lobbies, electric closets, and phone closets must be kept closed and locked at all times.
22. The Landlord has provided and installed mini blinds; protection of the blinds during construction and any damage to the blinds will be the sole responsibility of the Tenant Contractor.
23. In the event building standard mini blinds are not available or are no longer code compliant, Contractor shall consult with Hines on an acceptable alternative.
24. Before commencement of any work, there shall be an inspection of the freight lobby, public corridors, restrooms, and base building mechanical and electrical rooms to assess and note any existing damage of walls, doors, ceiling, etc. Contractor and Building Management shall be present. Failure to comply with the above will place full responsibility on the Contractor to repair any damage after the project is complete.
25. The walls and floor coverings of multi-tenant corridors must be protected from damage and excessive dirt during construction without compromising the aesthetics. Tenant Contractor shall be responsible for appropriate barricades and protective materials to ensure the safety of any person.
26. The Contractor must coordinate with Building Management concerning salvaged building materials such as doors, locks, light fixtures, etc. It will be the Contractor's responsibility to dispose of these materials from the building.
27. Building Management expects the Contractor to maintain a reasonably clean and presentable space during construction. The Contractor shall at all times, on a day-to-day basis, keep the project site and common areas near the site free from accumulations of waste material, debris or rubbish caused by or incidental to the Work. Upon completion of the Work, the Contractor shall promptly remove all tools, scaffolding, machinery, surplus materials, trash, and debris from the project site leaving the site and related areas in a "broom cleaned" fashion. This final clean up includes, but is not limited to:
    (i) Light fixtures and lenses
    (ii) Windows and window mullions
    (iii) Doors and frames
    (iv) Base board
    (v) Carpet
    (vi) Blinds
    (vii)Under floor plenum

28. Any debris, trash, unused materials, or equipment left abandoned and not removed promptly upon completion of the project will be removed by Building Management and the Contractor will be responsible for any costs associated with such removal.
29. Clean up and trash removal must be performed by the Contractor at its own expense. The Contractor must schedule dumpster deliveries with Building Management. Building Management retains the right to have the dumpster removed at its discretion without the consent of the Contractor. All dumpsters should be removed before business hours, the following day. Dumpsters can be delivered after 6:00 PM and will be required to be removed prior to 6:00 AM.
30. All GCs should provide a leak diverter on the job site in the event of sprinkler head damage, or any other water-related incidents.
31. Building gondolas and trash compactors shall not be used by the Contractor unless approved in advance by Building Management.
32. The Contractor shall always maintain supervisory personnel on-site whenever the Contractor or its subcontractors are working on the site. Such supervisory personnel shall be fully empowered to direct the Contractor's subcontractors as necessary to perform the work.
33. The Contractor shall be responsible for all its actions on-site as well as those of its agents and/or subcontractors. Any damage to the Building or the property of another Tenant caused by the Contractor will be promptly repaired or replaced at no cost to Building Management or the affected Tenant.
34. SDS sheets for all materials used at the project site must be displayed at the site and submitted to Building Management.
35. Tenant's Contractor will provide an adequate number of fire extinguishers in the work area throughout the construction period. An extinguisher or fire blanket rated for lithium batteries must be maintained on site if battery operated tools are used or charged.
36. Removal of combustible objects such as cardboard, empty paint cans, paint rags and other combustible materials should occur daily. Such objects should be disposed of in an approved receptacle and in accordance with all related codes and laws.
37. All fluorescent light bulbs must be removed though the contractors' recycling program.

D. Correspondence with the Management Office

All communication with the Management Office must be done via email to the following personnel, all parties need to be copied on any correspondence pertaining to the project:

Richard Oliva, General Manager
Richard.Oliva@Hines.com; 630.915.3970
Doug Streicher, Property Manager
Doug.Streicher@Hines.com; 815.674.6031
Joe Scardina, Chief Engineer
Joe.Scardina@Hines.com; 847.420.2120
Mike Sheehan, Assistant Chief Engineer
Michael.Sheehan@Hines.com; 312.735.0308

E. Construction

1. It is the responsibility of the Tenant to restore all structural fireproofing as required by Code.
2. Not for any reason, shall the Tenant be permitted to attach, adhere, or fasten anything to the base building curtain wall. Any damages to any base building curtain wall component shall be repaired at Tenant's cost.
3. Fill any abandoned floor penetrations with concrete and code required fire stopping material and contractor shall take additional steps to ensure that the plug is permanently secured. Yellow or Orange Fire Stop is Not allowed to be used when sealing any floor/wall penetrations in any area at 131 S. Dearborn.
4. Tenant is responsible for providing access panels to provide access to any floor, wall, ceiling, base building valves, equipment, or dampers.
5. Any large cores 4" or greater, or any trenching in the structural slab, is subject to review by the Building's structural engineers at the Landlord's discretion and at Tenant's cost.
6. Structural scanning is required for coring at all locations.
7. 24-hour notice is required for work involving any type of fire system shutdown and should be provided through the Office of the Building. The FM Global Red-Tag program must be used whenever the fire system is impaired.
8. The building is equipped with an Enhanced Cellular in-Building Distributed Antenna System (DAS) and Tenant is responsible for maintaining the integrity of the system in their leased space. The system includes antennas installed below, though, and/or above the ceiling, connected by coaxial cable, splitters, and other components which are housed in conduit and junction boxes. Prior to any demolition or construction project, notify the Management Office. Tenant is responsible for any changes, additions, or repairs needed to maintain the integrity of the system as a result of the demolition or construction project.
9. Coring requirements as explained in detail drawing in Exhibit D shall be used in or above all Electrical Rooms, Mechanical Rooms, Pantries, Kitchens, Telecom Rooms, Data Rooms etc.
10. Furnishings must be selected and installed using the LEED ID+C rating system.
11. Carpets and furnishings must be opened to air to allow for time to off-gas VOCs before installation.
12. LEED specifications must be used for the selection of paint and coating materials.
13. Coordination with Building Management is required when scheduled painting/touch up painting.
14. All main sprinkler branches shall be schedule 10 pipe and all take off branches shall be schedule 40 pipe.
15. There shall be no support shooting into any of the upper pans in the corrugated metal deck. All support anchors and rods shall be shot into the lower pans only.

F. Plumbing

1. Make sure all water connections (refrigerator, coffee maker, dishwasher, etc.) use brass fittings, no plastic.
2. All open-sight drains should be self-priming.

3. All water heater relief valves, condensate relief valves and drain lines shall be terminated directly into a floor drain.
4. No garbage disposals are allowed.
5. Any Tenant specific water supplies (such as in kitchen areas) will require local leak detection and automated shut-off valves. All tenants must be tied into the Base Building BAS System.
6. Grease traps are required to be installed in all kitchens and must be stainless steel.
7. A stainless-steel drip pan shall be installed under all grease traps. Drip pans shall be the proper size to capture any overflow or leaks coming from the grease traps.
8. All water lines must be copper; no plastic or PVC will be authorized. Should the Management Office discover non-copper piping, it will be addressed immediately.
9. Copper Pipe (4" pipe size and smaller): Pipe above ground, inside the Building for class 150 psig working pressure pipe, ASTM B8872, H23.1-59. Type "L" and Type "K" for class 300 psig and 400 psig working pressure hard drawn seamless copper water tube shall be used for sizes 4" and smaller. Copper tube shall be manufactured in the United States by Cerro, Halstead, Mueller, Wolverine or approved equal. Connections between steel pipe and copper tubing shall be made with dielectric insulating fittings.
10. Any line exposed to any outside elements must be heat treated and tied to the BAS.
11. Stainless Steel Pipe (6" pipe size and smaller): Pipe above ground inside the Building may be Schedule 1OA312/316L for class 150,250, 300 and 400 psig working pressure systems.
12. Potable only valves/piping/automatic shut off valves shall be used on all domestic water lines. Non-potable material will not be allowed.
13. A water meter must be installed on a tenant's main domestic water supply line. If a tenant is tapping off of multiple domestic water risers, multiple water meters will be required.
14. The water supply line to all tenant sink and water heater locations shall include a normally closed solenoid valve that is controlled by a water sensor capable of sending an output signal (such as the FLOOD MASTER RS-094 or equivalent) that will keep the solenoid valve closed when water is detected. See Exhibit F for info on the Flood Master Product. Adequate sensing elements must be installed to provide broad coverage protecting against leaks from sinks, water heaters, dishwashers, ice makers, coffee makers, vending machines or other appliances utilizing domestic water. The quantity and location is subject to review upon completion of construction and additional sensing elements will be installed as deemed necessary by Landlord, Owner, or Owner's Agent.
15. Soft copper, stainless steel or braided tubing with compression or flared fittings are required. Poly tubing and plastic fittings for kitchen appliances are NOT allowed. All flexible or rigid copper lines must use copper or brass fittings throughout. Under no circumstances will plastic, rubber, or poly fittings be permitted from the water source to the connection point of any mechanical product or dispenser. If these non-compliant materials are found to be in use at any time, management reserves the right to shut off the water source and require immediate remediation at the tenant's or vendor's expense.

BUILDING SERVICES

A. After-Hours Access

1. After-hours access will be provided based upon the Subcontractor list provided to the Building Management. Any deviation will require written explanation.
2. After-Hours Dock Access: *Must* be submitted to the Office of the Building. After-hours dock requests can be accommodated from 6:00PM to 6:00 AM. Dock spaces and freight are on a first come first serve basis.

B. Freight Elevator

1. The Building is equipped with two (2) freight elevators to serve all floors. All Tenant Improvement contractors and contractor personnel must use only the freight elevator for transportation of workers, materials, and equipment. No Contractor/Subcontractor personnel or equipment are permitted within the finished passenger cabs. These are reserved for occupants of the Building and their guests only. If any Contractor or Subcontractor personnel are found in the passenger cabs, the elevators will be immediately inspected for damage, and all damages, whether a result of said use or not, shall be corrected by Hines at Contractor's expense.
2. Freight Elevator Request-Requests must be submitted during normal business hours, by email, or in person, to Hines Building Management Office 48 hours prior to the date of requested access. When possible, the Building Management Office shall do its best to accommodate requests for less than four hours. Independent elevator requests that are over 30 minutes will require an elevator operator, which will be a cost to the Tenant. This will be scheduled at the time of the freight requests.
3. ELEVATOR DOOR PROTECTION: Contractor shall protect and fully cover each of the passenger elevator doors and frames prior to commencing construction on a full floor or unoccupied floor. At no time during construction period shall passenger elevators be used by contractors, only the service elevator. To be completed by the Tenant Contractor: I) custom cut a piece of drywall to fit the elevator threshold/opening and secured in place with heavy duty tape which will not leave a residue on base building finishes; II) Place clear plastic barrier sheet around these drywall pieces to make them airtight; III) Cut 10" diameter hole in drywall and place piece of Plexiglas on the drywall to allow sight from elevator side in case of emergency and; IV) on the back (elevator) side of the drywall barrier, Tenant Contractor shall place a professionally laminated sign to state "DANGER CONSTRUCTION SITE – NO ACCESS." This passenger elevator protection shall remain throughout the duration of the construction period, subject to any coordination required by Landlord's base building contractor work.

Car	Door Frame Opening	Cab Dimensions	Weight Capacity	Services / Floors	Location on Dock
S1	4'6"wide, 9' high	5'5"wide, 10'deep, 10'7" high	6,000 lbs.	*ALL* LL3-37	West end
S2	4'6"wide, 9' high	5'5"wide, l0' deep, 10'7"high	6,000 lbs.	Lobby, 2-37	West end
S3	6' wide, 9' high	7' 11"wide, 10'deep, 11'5"high	5,000 lbs.	LL2, Dock-11	East end
S4	6'wide, 9'high	7' 11"wide, 10'deep, 11'5"high	5,000 lbs.	LL2, Dock-11	East end

C. Loading Dock

1. Hours: Monday through Friday, 6:00 AM – 6:00 PM, unless otherwise specified by lease.

	Height	Width	Depth
Bay 1-2	Not available (trash/recycle compactors)		
Bay 3	13'8"	16'11"	31'0"
Bay 4	13'8"	22'11"	31'0"
Bay 5	13'8"	22'11"	31'0"
Bay 6	Not available (storage/compost)		
Bay 7	13'8"	30'11"	56'0"
Bay 8	13'8"	30'11"	34'9"
Bay 9	13'8"	17'0"	39'0"

Dock parking is limited to 30 minutes between 6:00 AM and 6:00 PM. Any projects requiring longer than 30 minutes need to be approved by Management or should be scheduled for off hours.

D. Personnel Access to Building

1. All Contractor personnel shall enter and exit through the loading dock at all times. Building Security Personnel have the right to inspect toolboxes of all workers upon entry and departure from the Building.
2. All trades people working in the building must show proof of Union membership at time of sign in with Security. Failure to produce Union membership will result in denial of entry into the Building.

E. Personnel Use of Restrooms

1. Specific restrooms will be designated for Contractor use. Workers found using restrooms other than those specified will be subject to dismissal.
2. Contractor is responsible for maintenance while using designated restrooms. At the end of each workday, the Contractor will be responsible for restoring the facility to its original state.

F. Deliveries

1. When working on a tenant-occupied floor, all deliveries are to be accepted, moved and delivered to the contracted suite by 8:00 AM. When accepting deliveries, Masonite must be installed to protect wall and floor finishes. It is the Contractor's responsibility to keep public areas clean at all times.
2. All material deliveries shall be made at the loading/service dock. All deliveries consisting of bulk material must be made between the hours of 6:00 PM and 6:00 AM and must be scheduled with Hines Building Management Office. If deliveries are to be made at other times, approval must be obtained from Hines Building Management Office. At no time will material be transported through the lobby or public areas unless specifically authorized in writing.
3. Should the use of the freight elevator by the Contractor/Subcontractor delay the removal of rubbish from tenant occupied spaces at night, the Contractor/Tenant will bear the extra cost for overtime. For large deliveries, a security guard and elevator starter will be required. The Management Office can arrange these services at a charge to the tenant at the then current rate per hour.

G. Electrical Service

1. The Building Management shall provide electrical service as per the Lease Agreement. Any power requirements in excess of those listed per the Lease Agreement shall be the responsibility of the Contractor/Subcontractor.
2. Per the Lease Agreement, prior to completion of construction, the tenant is required to establish electrical service directly with the utility provider. Electricity to the premises will be separately metered and tenant will make payment directly to the utility provider. Tenant may be responsible for installation of an electric meter if one is not available. For more information on how to obtain service visit ComEd's website. For more information on how to obtain service visit ComEd's website at https://www.comed.com/Pages/default.aspx.

3. Contractor shall use reasonable measures to minimize energy consumption in the construction area when possible. The Building shall pay for normal electrical consumption during the construction process. All lights and equipment must be extinguished at the end of the Contractor's workday. In the event that the Contractor continues to leave lights and equipment on during off hours, Hines reserves the right to receive just compensation for excessive electrical consumption.

H. Electrical

1. All electrical closets on construction floors are to be kept clean and orderly at all times and must be locked at the end of each workday. These rooms cannot be used as storage for tools or supplies. At the end of each day all garbage and wire remnants are to be removed, and a clear pathway maintained to all panels.
2. Initial access to electrical and telephone equipment rooms can be arranged through Hines with advanced notice. Contractor will be accompanied by an engineer. Tenant equipment may not be installed in electrical or telephone rooms. All panel covers are to be replaced and properly labeled upon completion. All penetrations through any floors, walls ceilings or electrical panel should be properly fire safe upon completion.
3. All wiring (low/high voltage) shall be run in conduit.
4. Any shutdowns of electrical power or water risers must be properly coordinated, approved, and scheduled in advance with Building Management.
5. Make sure all panel closets are locked after construction.
6. All circuits in new Tenant electrical closets shall be labeled correctly. Typed only, no handwritten identification. The panel schedule must be provided in print and electronic copy directly to Hines as well.
7. New tenant build outs require an ARC flash study provided by the GC, as required by code.
8. Canino Electric is the Preferred Electrical Contractor for 131 S Dearborn. Please contact Mike Canino at 708-207-8294 or mcanino@caninoelectric.com for any electrical needs.
9. All electrical contractors and consultants are to follow the HINES RFP when performing an ARC Flash Hazard Analysis.

I. HVAC System and Controls

1. All space and fan coils (FCU) must be labeled correctly in Building Automated System (BAS).
2. If applicable, any equipment removed from the space must also be removed from the BAS - i.e., points, layouts, graphics. Existing/upgraded units must be maintained.
3. All FCU'S panels and chilled water must be accessible (no pipes should be running across or under the access panels, etc.).
4. All FCU's must be functioning properly and go unoccupied when the space is in unoccupied mode.
5. All fire mode sequences must be operating properly.
6. Set points must be checked for accuracy in BAS (temperature biases, min, max, etc.)
7. Contractor is required to coordinate with Building Engineers to obtain appropriate BTU meter specs for chilled water. Once installed, the BTU meter(s) must be

programmed into the building automation system. Contractor must confirm the accuracy of the BTU meter by providing a copy of the Calibration Data Sheet to the Building. Building must also receive a copy of the chilled water balance report. Please note: Tenant is responsible for having the BTU meter calibrated every 2 years.

8. The base building has eight (8) Fan Coil Unit zones and four (4) Air Column Units on the high/mid-rise floors (Floors 12-37), and twelve (12) Fan Coil Unit zones and eight (8) Air Column Units on the low rise floors (Floors 3-10) which are continuously monitored and controlled via the Building Automation System (BAS). The building uses Automated Logic Chicago (ALC) as its BAS provider therefore no other BAS providers will be allowed to work on building equipment and/or controls. Any additions to the base building FCU zones by the tenant must be converted to ALC WebCTRL and tied into the BAS, at the Tenants expense, in order to match existing building controls. This includes, but is not limited to, network controllers, thermostats, valves, supply/return sensors, leak detection, programming, and graphical work. Upon installation of the additional zones the base building engineers will perform a system test to ensure proper operation of all units.
9. A proper Sequence of Operation shall be provided and reviewed by base building engineers for any FCU zone breakouts or other base building HVAC reconfigurations. This also includes any additional smoke mode sequence for base building HVAC equipment.
10. No walls are to be located on top of FCUs or chilled water valves.
11. If furniture is obstructing an FCU and a Building Engineer is unable to move the furniture independently, it will be the responsibility of the Tenant to move the furniture at tenants' expense in order to allow access.
12. Bottom plates cannot be secured to tiles near FCUs or chilled water valves within 4 feet of any building column.
13. Stanchions must be flat, not dimpled, around any FCU.
14. No chilled water connection shall be allowed until a Hines building engineer has verified that all appropriate valves are closed and it is deemed safe to proceed.
15. The under-floor plenum shall be cleaned and construction filters removed prior to carpet installation.
16. No swirl diffusers should be installed on the perimeter side of the under-floor demising wall.
17. All floor penetrations shall be properly leak and fire sealed.
18. All baffle wall seams and penetrations shall be sealed and fire protected.
19. No demising wall shall obstruct any ACU supply and return area.
20. Contractors must ensure two (2) perimeter return diffusers are installed for every FCU.
21. All CHW lines must be insulated.
22. Anytime there is a tie into a condenser or chilled water system, the new connecting pipes need to be chemically cleaned at tenant's cost.
23. The tenant or tenant contractor shall be responsible for notifying a Building Manager when the improvements are sufficiently complete to begin calibrating and balancing the HVAC systems serving the premises. Such testing and balancing shall be performed by a Hines approved contractor at tenant's cost.
24. There is to be no installation of additional circuit setters/balancing valves on any base building chilled water loops.

25. All pre-construction filters (ACUs, main returns) should be removed after construction.
26. All swirl diffusers must be in working condition. Typical diffuser opening is 8 5/8". Nailor swirl diffusers model # TAF-R with a 1" flange must be used.
27. Raised floor should extend to the wall in tenant electrical closets.
28. New pipes to be connected to the standpipe riser, condenser and chilled water shall be pressure-tested at ½ times working pressure for a minimum of two (2) hours prior to the drain down. Pressure testing must be witnessed by the Building Engineer. The work being performed on the main riser system must be completed within two hours.
29. Original supplier and installer of the Interface raised floor system is:
    Bravo Interiors, LLC.
    Bravo Interiors, LLC Shaun Quinn
    (M) 773-202-8866 (C) 312-799-1157
    Proper amount of swirl diffusers per square foot shall be installed in tenant space. Base building engineers to review and add comments if needed.
    Properly sized access panels must be installed in order for building personnel to access the equipment for Preventative Maintenance and/or repairs. Ex. Filter changing, controls or mechanical trouble shooting.
    All new FPB, FCU, VAV etc. shall have Discharge Air Sensors that will be tied to the BAS.
    All HVAC ductwork, electrical, plumbing and sprinkler piping must be run in a professional manner leaving an 8" clearance above the ceiling lines where possible.

J. Building Fire Life and Safety Systems

1. No major hot work shall be done when the sprinkler system is drained.
2. FM Global electronic red tag system must be used for any valve isolation, drain down or main fire pump work.
3. Before any demolition and/or construction work may begin, Tenant's Contractor must determine whether such work will affect the Building fire alarm system. If it is determined that such demolition and/or construction work may trigger the fire alarm system, Contractor must notify the Building engineer to remove the system from service before starting any such work and restore it to service immediately upon completion. If such work is anticipated to last longer than one day, Contractor must notify the Building engineers of work start and completion each day that the work is being performed. In no event shall the fire alarm system be out of service after business hours.
4. Sprinkler/standpipe drain downs must be coordinated through Building.
5. Management. Drain downs of any sprinkler/standpipe systems will start at 6AM and filled at 2PM during multiple floor construction. Each drain down will incur a fee of $150 which will be charged to the Contractor.
6. Contractor should have a water containment device present during all drain-downs.
7. During any sprinkler system drain down, a sprinkler fitter is required to remain on the floor until the system is verified leak-free and back in operation.
8. The storage of flammable liquids (paint, lacquer thinners, paint thinners, etc.) shall be in a UL approved fire rated (for flammable liquids) storage cabinets or the liquids are to be removed from the property daily. If such materials will be stored in the proper

storage cabinets, Hines must be notified of their existence, location, and quantities. Any such materials stored without Hines' consent will be removed and disposed of at the contractor's expense. At the end of the project, all remaining paint is to be removed from the property in accordance with all related codes and laws.

9. NO, gasoline operated devices (concrete saws, coring machines, welding machines etc.) shall be permitted within the building premises. All work requiring such devices shall be performed by means of electrically operated substitutes.
10. All approved gas and oxygen canisters shall be properly chained and supported to eliminate all potential hazard.
11. 24-hour notice for work involving any type of fire system shutdown and will have to go through the office of the building.
12. All contractors are to take adequate precaution to prevent the accidental tripping of the Fire Alarm System. All management cost connected with resetting or arrival of the Chicago Fire Department will be charged to the contractor.
13. At the completion of each workday, the Fire Life Safety system shall be left "Trouble Free and Alarm Free". No contractor shall leave the building until engineering clears and resets the fire panel.
14. Only Reliable brand sprinkler heads will be allowed for all new Construction.

K. Draining/Filling Fire Sprinkler Systems

1. At no time shall a floor be permitted to be dry after working hours. All work performed on fire sprinklers and/or fire standpipes should be scheduled with the Building Chief Engineer at least 24 hours in advance. Contractor must comply with the conditions of the Building Engineer's approval of shutting down, filling and/or opening up of a fire sprinkler and/or fire standpipe system.
2. Prior to start of any work Subcontractor personnel should contact the Building Engineer through Building Management Office.
3. Building Engineers will drain the system for the Subcontractor to complete the necessary work. It should be noted that no more than two (2) floors stacked are to be drained at one time.
4. Upon completion of work, Subcontractor shall check system for leaks and verify with Building Engineering that no leaks are visible. System will not be refilled unless fitter is present in the work area.
5. Building Engineers will then open the standpipe and reset tamper switches in proper sequence.
6. Subcontractor personnel will notify Engineering of job completion. At this time, Engineering will acknowledge, restore, and reset the fire alarm system.

L. Keys and Locks

1. Building Standard door hardware is a Best 45H Mortis lockset, Stanley/Best I E74C4RP3626 Housing, Lever 14, Rose H. The building utilizes a 7 pin Best Coremax key system with a J1 keyway. If tenant elects to use non-Building Standard locks, Landlord will not stock parts for these locks. Parts will have to be ordered leading to delays in repair. The building-approved vendor is Anderson Lock.

Anderson Lock
Jim Walsh
(847) 375-9439

2. Any locking egress door with the use of magnetic lock or electric strike, must fail safe in the event of a fire alarm or power loss and comply with all Local fire and building codes. Coordinate with the building's fire alarm vendor for any final terminations and testing.
3. Tenant's Contractor is responsible for coordinating lock installation with the Building Engineer
4. After Landlord has completed and approved the print review process, a complete door schedule shall be submitted to the Building Engineers so the core pinning process can begin and be ready for installation once doors have been installed.

M. Telephone and Date

1. The building's NetPOP (Network Point of Presence) is located on Lower Level 1 which has pathways capable of receiving all major phone, data, and cable television carriers that enter the building. Conduits extend from NetPOP to two separate phone risers. Phone risers consist of a north and south closet provided with grounded sleeves and 4'x8' sheets of plywood for Tenant cabling. All cabling within these closets is performed and maintained by the building's riser manager. All tenant equipment and final punchdowns must occur within the Tenant's Premises. See Exhibit I for Building Technology Overview.
2. A full building DAS (Distributed Antenna System) has been installed by Verizon and AT&T. Typical tenant floors have 4-8 antennas located in the tenant space to provide adequate cellular coverage for the core and shell condition. Tenant contractor must coordinate relocation of existing devices with Verizon. Additional antennas may be required to achieve adequate cellular coverage based upon the tenant's buildout. Tenant contractor to coordinate these requirements with Verizon.

CONTRACTOR RESPONSIBILITIES PRIOR TO CONSTRUCTION

A. List of Subcontractors

1. The Contractor will be required to furnish Hines with a list of all subcontractors prior to commencement of the work. This list will include phone numbers and contacts for each subcontractor, including home/cellular and emergency telephone numbers. Please see Attachment 6 for a list of previously approved subcontractors. Other subcontractors may be used subject to approval by Hines.

B. Certificate of Insurance

1. No Contractor shall be allowed to start or continue any work in the building without a current Certificate of Insurance on file with Hines.
2. Contractor must keep current insurance certificates on all subcontractors. Any Contractor/Subcontractor performing work found to be without current insurance

will be immediately ordered off the premises. Contractor shall list in subcontractors' Certificates of Insurance, the Certificate holder and all additional insured as stated in this document.

3. For specific information on Certificates of Insurance, refer to *Insurance Requirements* - (Exhibit A).

C. Permits and Licenses

1. The Contractor/Subcontractor shall obtain at its own expense all permits and licenses necessary to perform the work and shall comply with all laws, ordinances, state, and federal government regulations, and with any Board or Commission or other duly qualified body regulations. Copies of such shall be provided to Hines for their records.

D. Accident Prevention Program/Employee Safety Training Program

Contractor/Subcontractor shall inaugurate and maintain an Accident Prevention Program and an Employee Safety Training Program. All employees on the job, regardless of whose direct payroll they are on, are required to respond to safety instructions from the Contractors' supervisor. Persons who do not respond shall be removed from the job.

CONTRACTOR RESPONSIBILITIES DURING CONSTRUCTION

A. Removal of Construction Waste and Debris

1. All construction waste and debris shall be removed via the freight elevator to the loading dock. No construction waste or debris may be placed in the building dumpster/compactor. The Contractor will provide for removal and recycling of waste and debris from the building at its own expense. If a dumpster is required (space allowing), the location shall be authorized by Hines.
2. All corrective work or work performed in occupied spaces at any time must be cleaned up by the Contractor prior to leaving the premises at the end of each workday. The Contractor shall be responsible for all costs incurred by Hines if this clean-up work is not performed satisfactorily.
3. All Contractors are required to erect and maintain dust barriers and proper dust covers on the floors at exit areas of construction.
4. Dust extractor fan system must be used. Look for other reference above.
5. The Contractor must:
    (a) Cover air transfers when working next to an occupied space to control the transmission of dust, dirt, and noise. Covering must be removed at the completion of daily construction.
    (b) Keep all tenant entrance and exit doors closed to restrict the movement of dust, dirt, or noise.

(c) Cover wheel-dumpsters when hauling construction debris from the work areas to the main dumpsters and close the sliding doors at the dock-level before dumping to minimize dust inside the Building.
(d) Close off temporary openings with polyurethane.
(e) Due to local fire codes, no openings may be made on a tenant occupied floor to the corridor unless the door remains closed except when materials are being delivered. Pre-filters should be installed over all return air openings until finished floors are installed. Contractor must verify with Building Engineer prior to installation of pre-filters.

B. Prevention of Damage

1. Contractor is responsible for taking extra precautions to safeguard the floors, walls and/or elevators from damage which may be caused by the movement of materials or debris.

C. Access to Another Tenant's Occupied Space

1. Should the Contractor require access to another tenant's occupied space within the building, the Contractor must notify Hines Building Management Office by filling out the Special Instructions portion of the *Daily Work Information Form*. The request should include the list of Subcontractors who will be accessing the space, whether or not they will require ceiling access, the areas that will be worked on and the length of time needed to complete or perform work in the space. Building Management also requires the presence of a Building Security Guard during the work at the General Contractor's expense. Additionally, please contact Building Management directly via phone as far in advance as possible to properly coordinate with the affected tenant.

D. Control of Noise/Odor

1. No drilling, hammering, welding, loud noises or use of paints or materials causing offensive odors will be allowed during the business day, from 8:00 AM to 6:00 PM. Hines shall cease all work causing noise or odor complaints. Contractor shall defer to Hines on all complaints.

E. Hazardous Chemicals

1. A Workplace Chemical List of all hazardous chemicals used at this facility is maintained at a location accessible to all employees at all time. A copy of the Workplace Chemical List is also attached to this Written Hazard Communication Program.
2. No new hazardous chemical substances may be purchased or brought into this facility unless the Engineering Manager or Program Administrator is informed in advance.
3. Whenever outside contract employees are in an area where hazardous chemicals are present, the contractor shall then be advised by the Engineering Manager or Program Administrator of those hazards and given information so that the contractor may train its employees. This information will be provided in the form of the Engineering MSDS binder and the Written Program.

F. Electrical safety

1. Outside Contractors- Ideally, whenever outside contractors perform electrical work at a Hines property that will impact the building's electrical system the Program Administrator, or delegate, and the contractor shall communicate. At a minimum, the Building Rules and Regulations must communicate the requirement for contractors working within the building to adhere to OSHA safety requirements for their employees. On the occasions when there is communication between property representatives and outside contractors, the Job Briefing & Planning Checklist may be used for this purpose.

G. Indoor Air Quality

1. Interior demolition is frequently the initial step in space construction/renovation projects and represents an important first step when coordinating construction and management of building IAQ. Demolition activities can include aggressive deconstruction or gutting of walls, removal of carpets, dropping ventilation ducts, air distribution elements, and lighting, and occasionally removal of spray-applied finishes and insulation.
2. Some of these activities may involve contact with hazardous materials, concealed water/moisture damage, and reservoirs of multi-sourced settled dust. If these activities are conducted without reasonable plans and controls, particles are likely to be aerosolized and distributed beyond the boundaries of work. The net effect is the potential to adversely impact IAQ.
3. Before starting interior construction or significant renovation, it is advisable for construction contractors to establish a work plan with control measures to protect the indoor environment. Examples of such control measures may include the following:
    (i) Contractor must demonstrate to property management specific steps within a plan for preventing and responding to water and water vapor release during indoor construction (with emphasis on periods when drying and curing concrete, floor leveling materials, and wet spray-applied coatings)
    (ii) Contractor must inspect indoor areas during construction/renovation for signs of water release or condensation, impacting building materials and to confirm IAQ protective and control measures are implemented and maintained.
    (iii) Contractor must ensure that indoor construction/renovation areas that are mechanically cooled do not exceed an indoor dew point of 60°F.
    (iv) Contractor must arrange for effective isolation of indoor areas that are under construction/renovation from other building areas.
    (v) Contractor must demonstrate plans that would restrict work methods to prevent excessive release of particles (e.g., grinding, torch or reciprocal cutting, welding, solder, drywall finishing)
    (vi) Contractor must demonstrate plans that would restrict work methods to prevent excessive release of odors (e.g., application of paints, varnish, adhesives, sealants, and other wet-applied coatings)
4. As with construction contractors, it is advisable for tenants to practice certain control measures to protect the indoor environment. Examples of such control measures may include the following:
    (i) Furnishings selected and installed using the LEED ID+C rating system.

(ii) Allowing carpets and furnishings to get opened to air to allow time to off-gas VOCs before installation.
(iii) Using LEED specifications for the selection of paint and coating materials
(iv) Coordination with building management when touch-up painting is conducted.

H. Removal of Fluorescent Light Bulbs

1. All fluorescent light bulbs must be removed through the Building's recycling program. Building Management will provide recycling bins upon Contractor's request. The Contractor is responsible for placing the light bulbs in the bins and hauling them to the dock level.
2. All approved gas and oxygen canisters shall be properly chained and supported to eliminate all potential hazards. At the completion of use, said containers shall be promptly removed from the building.

I. Provision of Temporary Electrical Devices

1. Contractor shall provide temporary electrical devices within the demised premises for its subcontractor's use. Contractor will not be permitted to run extension cords through public space on occupied floors or through occupied tenant spaces.

J. Use of Telephone Room Chase Way

1. Any use of telephone room chase way must have prior approval from the Property Manager. IMG Technologies has been contracted to maintain all telephone risers and satellite closets along with the base building NetPop. This means that this is a "closed building" and IMG Technologies is the only vendor that can extend circuits through the riser closet and will be the primary contact in providing your communication/network needs. IMG Technologies will identify and maintain all existing cabling in the closets, catalog all connections from the closets to the tenant suite, remove any cabling not in use, and provide a single point of contact. Please contact IMG Technologies for more information or Building Management if you require access to the riser closet.

   IMG Technologies
   George Sagris
   888-464-5520

K. Clearance of Stairwell/Fire Doors

1. During the construction, stairwell or fire doors leading to stairwells may not be blocked with construction debris. Fire doors may not be propped or blocked open in any fashion or in any way. Stairwells may not be used for the storage of any materials, and they are to be kept clear at all times. During construction, air conditioning smoke dampers shall not be propped open.

L. Protection of Smoke Detectors

1. All smoke detectors on the base building system are to be protected during construction, demolition, soldering, welding, sweeping or other operations that may cause considerable dust or smoke. At the end of each workday, after the dust has settled, each smoke detector that had been protected during the day is to be uncovered to ensure proper operation.

M. Approval of "Wet Paint" Signs

1. Approved "Wet Paint" signs must be posted in all public areas when appropriate.

N. Public Health

1. In the event of a public health or safety concern, Tenant Contractor and its subcontractors' employees will follow local, state, and federal guidance and practice appropriate preventative measures. The CDC and WHO will function as a source from which to base protocol and use of personal protection equipment.

CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES AT CONSTRUCTION COMPLETION

A. Closeout Procedures

1. Operation and Maintenance Manuals: Prepare Operations and Maintenance Manuals in the form of an instructional manual for use by Owner's Operating Personnel. For each manual, provide heavy duty commercial 3-ring vinyl covered loose-leaf binders sized to receive 8.5 x 11-inch paper. Provide pockets in the covers to receive folded sheets or drawings, when applicable. Binders should have a table of contents and should be organized with each section tabbed. Each binder should be identified on the front cover and the spine.
2. Each manual should include information for each major component of building equipment and its controls where applicable:
   (i) General systems or equipment description
   (ii) Copies of applicable shop drawings, material product data and balance reports
   (iii) Operating instructions
   (iv) Cleaning instructions for all finish materials (i.e., wood, carpet, wall covering, stone, tile etc.)
   (v) Emergency instructions
   (vi) Wiring Diagrams
   (vii)Inspections and test procedures
   (viii) Maintenance procedures and schedules
   (ix) Copies of warranties and service contracts
   (x) Repair instructions including spare parts listing
   (xi) Sources of required maintenance materials and related services
   (xii)Manual index
3. Demonstrating and Training: General Contractor shall schedule a meeting with the Owner / Owner's Rep and require each involved trade to have a technical representative present. Each trade shall review and administer hands on startup, shutdown, emergency procedures, and maintenance procedures for any new or refurbished equipment.
4. Project Record Documents: Each contractor shall keep accurate records of work that differs from the construction drawings and shall provide Owner / Owners Rep with two (2) complete full-size set of As-Built drawings and (1) a printed copy, and a copy in PDF and CAD format.
5. Warranty: Contractor shall guarantee all the work performed and all the materials to be furnished under the contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance or substantial completion.

CONTRACTOR/SUBCONTRACTOR EMPLOYEE PROHIBITIONS

A. Graffiti or Vandalism

1. No graffiti or vandalism will be tolerated. Any individual caught in the act shall be immediately removed from the premises and will not be allowed to return. In addition, all repairs will be at the Contractor's expense.

B. Smoking

1. No tobacco smoking or chewing tobacco or electronic vaping will be permitted in the Building.

C. Radios/Sound Producing Equipment

1. No radios or other non-functional sound producing equipment will be permitted on any floor (unless required by Code or Hines).

D. Personal Behavior

1. Courtesy must be shown to the building tenants at all times. Rude and obscene behavior, including but not limited to foul, suggestive or abusive language, will not be tolerated. Offenders will be asked to leave the premises and shall not be permitted to return.

Exhibit A

CERTIFICATE OF INSURANCE REQUIREMENTS

131 South Dearborn

Vendor / Contractor Certificate of Insurance Requirements

	Coverage	Amount- minimum
a.)	Commercial General Liability	$3,000,000 each occurrence
b.)	Umbrella Liability	$5,000,000 each occurrence
c.)	Workers Compensation	Statutory Amount by Illinois Law
d.)	Employers' Liability	$1,000,000
e.)	Automobile Liability	$1,000,000 combined single limit for bodily injury and property damage
f.)	Property Insurance Coverage	Amount equal to replacement cost of all tools and equipment for contractors and subcontractors.
g.)	Professional Liability	$1,000,000 per occurrence and aggregate (for architects and engineers).

Certificate Holder:

The Certificate Holder shall be:
131 South Dearborn, LLC
c/o Achilles Information, LLC.
5271 California Ave., Suite 290
Irvine, CA 92617

Additional Insureds (to be identified exactly as indicated below):

- **131 South Dearborn, LLC**
- **Hines Midwest LLC**
- **Hines Interests Limited Partnership**
- **J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP9**
- **J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-CIBC18**

Please email or mail a copy of the certificate of insurance to:

- **Sean.Selig@hines.com**
- **Doug.Streicher@hines.com**
- **Richard.Oliva@hines.com**
- **Hines Midwest LLC**
  131 South Dearborn Street
  Suite 1550
  Chicago, IL 60603
  Attn: Sean Selig

Exhibit B

ACCEPTANCE OF 131 SOUTH DEARBORN CONTRACTOR REGULATIONS AND GUIDELINES

The undersigned hereby agrees that Contractor has read and understands all regulations, rules, specifications, costs, and coordination requirements detailed in the 131 South Dearborn Contractor Regulations and Guidelines and has provided these documents to its subcontractors. Furthermore, the undersigned agrees to uphold and abide by all that is included with these documents and enforce likewise with its subcontractors.

CONTRACTOR: _____
BY: _____
ITS: _____
DATE: _____

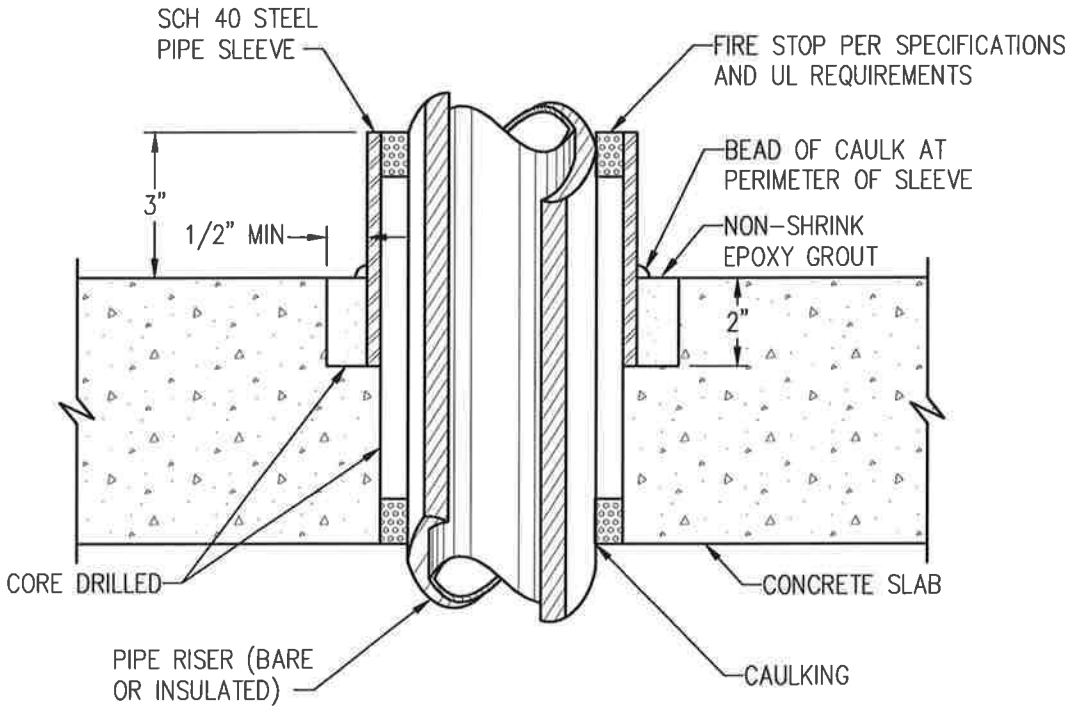
Exhibit C

PRE-APPROVED SUBCONTRACTOR LIST/CONTACT INFORMATION

Exhibit D

CORING SPECIFICS & APPROVED FIRESTOP

To be used at all locations in Electrical Rooms, Mechanical Rooms, Pantries, Kitchens, Telecom Rooms, Data Rooms, etc...



CORE DRILL AND SLEEVE DIAMETERS AS REQUIRED TO ACCOMMODATE PIPE, PIPE INSULATION AND FIRE STOP SYSTEM – ALL THAT APPLY.

PRIOR TO ANY CORING. ALL PENETRATION LOCATIONS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

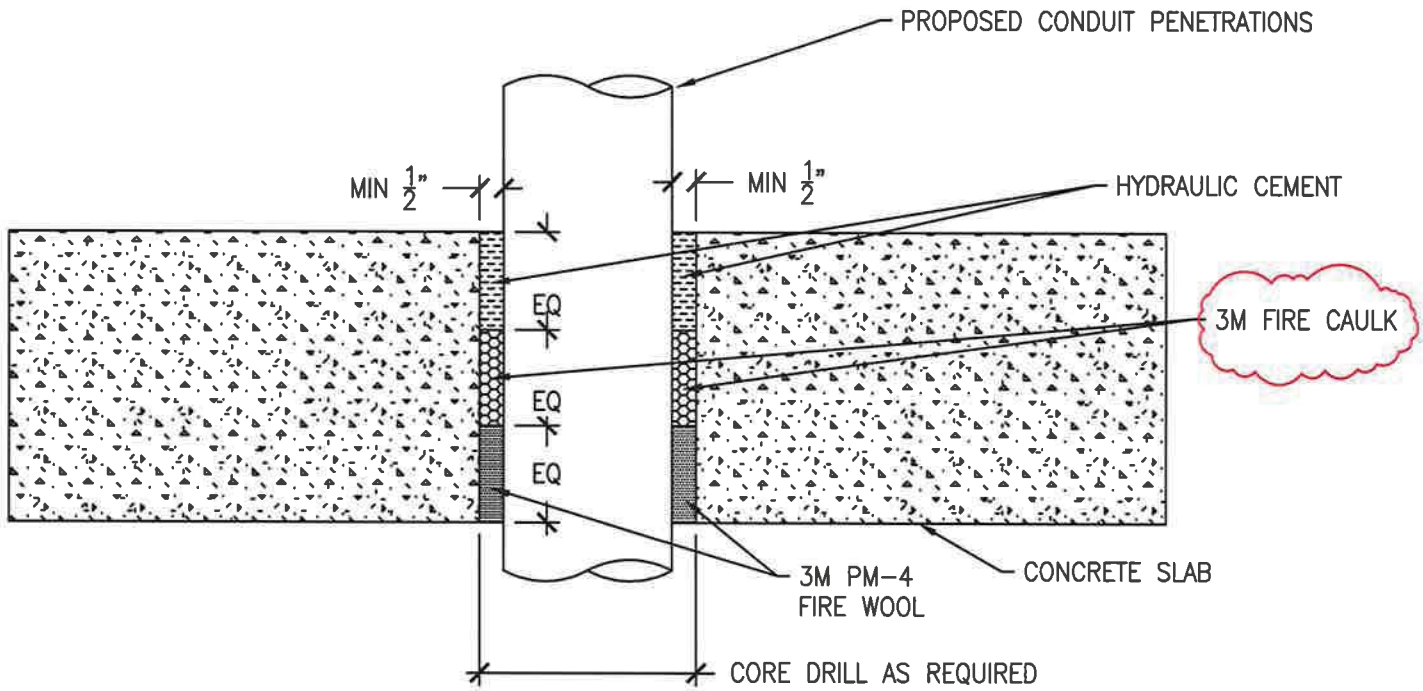
PIPE PENETRATION THROUGH EXISTING/INSTALLED FLOOR DETAIL NTS

RIVER POINT TOWER
444 WEST LAKE STREET CHICAGO, IL

KENDALL / HEATON ASSOCIATES, INC.
3050 POST OAK BOULEVARD SUITE 1000 HOUSTON TX 77056
PHONE (713) 877-1192 FAX (713) 877-1360

06008
XM.XX
13 MAY 14
TENANT-9

To be used for Electrical Core locations out in Tenant Furniture Areas only - with Landlord approval.



CORE DETAIL
NOT TO SCALE

RIVER POINT TOWER 444 WEST LAKE ST. CHICAGO, IL	X X X X	PIPE PENETRATION THROUGH EXISTING/INSTALLED FLOOR DETAIL	TENANT-10

DATE:	SCALE:	DRAWN BY:	DESIGN:	PROJECT NUMBER:	DRAWING NUMBER:
X 07/29/2016	X NTS	X	X	X	

3M™ Fire Barrier Sealant CP 25WB+

Product Data Sheet

FIRE BARRIER — UP TO 4 HOUR Fire Protection

SMOKE SEAL — L RATED Meets Optional L Requirements

SOUND BARRIER — STC 54 In STC 54-rated wall assembly

CLASSIFIED UL

FILL, VOID OR CAVITY MATERIAL
FOR USE IN THROUGH-PENETRATION
FIRESTOP SYSTEMS
SEE UL FIRE RESISTANCE DIRECTORY
90G9

ULC LISTED

FILL, VOID OR CAVITY
MATERIALS
90G9

FM APPROVED

SUBJECT TO THE CONDITIONS OF APPROVAL
AS A WALL & FLOOR PENETRATION
FIRESTOP WHEN INSTALLED AS DESCRIBED
IN THE CURRENT EDITION OF THE FMRC
APPROVAL GUIDE

LISTED — OMEGA POINT LABORATORIES US — Intertek
FIRESTOP SYSTEMS
SEE INTERTEK DIRECTORY

LISTED — C WHI US — Intertek
FIRESTOP SYSTEMS
SEE INTERTEK DIRECTORY

1. Product Description

3M™ Fire Barrier Sealant CP 25WB+ is a high-performance, ready-to-use, gun-grade, latex-based, intumescent sealant that dries to form a monolithic firestop seal that also acts as a barrier to airborne sound transmission. 3M™ Fire Barrier Sealant CP 25WB+ helps control the spread of fire, smoke and noxious gasses before, during and after exposure to a fire when installed in accordance with a listed through penetration or fire-resistive joint assembly system.

3M™ Fire Barrier Sealant CP 25WB+ firestops blank openings and penetrations passing through fire-rated floor, floor/ceiling or wall assemblies and other fire-rated interior building construction. The unique intumescent property of this material allows 3M™ Fire Barrier Sealant CP 25WB+ to expand and help maintain a firestop penetration seal for up to 4 hours as penetrants are exposed to fire. 3M™ Fire Barrier Sealant CP 25WB+ exhibits excellent adhesion to a full range of construction substrates and penetrants. No mixing is required.

Product Features

- Firestop tested up to 4 hours in accordance with ASTM E 814 (UL 1479) & CAN/ULC S115
- Fire Resistance tested for static construction joint systems in accordance with ASTM E 1966 (UL 2079)
- Re-enterable / repairable
- Meets UL 1479 aging requirements
- Helps minimize sound transfer*
- Applied with conventional caulking equipment (excellent caulk rate)
- Extensive listed systems
- Sag-resistant
- Halogen-free
- Excellent adhesion
- Paintable
- Water clean up

High-performance firestop sealant that also helps minimize sound transfer

Product Color: Red

Meets the intent of LEED® VOC regulations — helps reduce the quantity of indoor air contaminants that may be odorous, irritating and harmful to the comfort and well-being of the installers and occupants. <250 g/L VOC contents (less H_2O and exempt solvents).

**Minimizes noise transfer — STC-Rating of 54 when tested in STC 54-rated wall assembly.*

2. Applications

High-performance 3M™ Fire Barrier Sealant CP 25WB+ is ideal for sealing single or multiple through penetrations in fire-rated construction. 3M™ Fire Barrier Sealant CP 25WB+ is typically used in mechanical, electrical and plumbing applications to firestop openings created by the following penetrations in fire-rated floors, floor/ceilings or walls: metallic pipe, plastic pipe (excluding CPVC), conduit, power and communication cable, cable trays, busways, combos, insulated pipe and HVAC duct penetrations 3M™ Fire Barrier Sealant CP 25WB+ is also used to firestop blank openings and static construction joints.

Reviewed
Clune Construction Company
Project Number 388P003
Shop Drawing # 16000.071A
Date Submitted 8/24/2016

3. Specifications

3M™ Fire Barrier Sealant CP 25WB+ shall be a one component, ready-to-use, gun-grade, latex-based, intumescent firestop sealant capable of expanding a minimum of three times its dried volume when exposed to temperatures above 1000°F (538°C). The material shall be thixotropic and shall be applicable to overhead, vertical and horizontal firestops. The sealant shall be listed by independent test agencies such as UL, Intertek or FM. 3M™ Fire Barrier Sealant CP 25WB+ shall be tested to and pass the criteria of ASTM E 814 (UL 1479) Standard Test Method for Fire Tests of Penetration Firestop Systems, ASTM E 1966 (UL 2079) Standard Test Method for Fire Resistive Joint Systems and CAN/ULC S115 Standard Method of Fire Tests of Firestop Systems. 3M™ Fire Barrier Sealant CP 25WB+ meets the requirements of the IBC, IRC, IFC, IPC, IMC, NFPA 5000, NEC (NFPA 70) and NFPA 101.

Typically Specified Division
Division 7
Section 07 84 00 – Firestopping

Related Sections
Section 07 84 16 – Annular Space Protection
Section 07 84 43 – Fire-Resistant Joint Sealants
Section 07 86 00 – Smoke Seals
Section 07 87 00 – Smoke Containment Barriers
Section 07 27 00 – Air Barriers
Section 21 00 00 – Fire Suppression
Section 22 00 00 – Plumbing
Section 26 00 00 – Electrical

For technical support relating to 3M™ Fire Protection Products and Systems, call: 1-800-328-1687
For more information on 3M™ Fire Protection Products, visit: www.3M.com/firestop

3M

4. Physical Properties

Color:	Red
Application Temperature Range (ASTM C 1299):	40° to 122°F (4° to 50°C)
Service Temperature Range:	-20° to 180°F (-28° to 82°C)
STC (ASTM E 90 and ASTM E 413):	54 when tested in STC 54-rated wall assembly
Surface Burning (ASTM E 84):	Flame Spread 0, Smoke Development 0
Hardness (ASTM D 2240 Shore A):	45
Tensile Strength:	85 psi (0.59 MPa)
Volume Shrinkage (ASTM C 1241):	28%
VOC Less H_2O and Exempt Solvents:	< 1g/L

Dry: Under typical conditions of 75°F (23°C) and 50% relative humidity, sealant becomes tack-free in about ten minutes and dry-to-touch in 30–60 minutes. Full dry depends upon ambient conditions and volume of sealant. Typical dry rate is approximately 1/8-inch (3mm) per day.

Unit Volume: 10.1 fl. oz. tube (298.7mL, 18.2 in.^{3}), 20 fl. oz. sausage (591.5mL, 36.1 in.^{3}), 27 fl. oz tube (798.5mL, 48.7 in.^{3}), 2 gallon pail (7.57L, 462 in.^{3}), 5 gallon pail (18.9L, 1155 in.^{3})

5. Packaging, Storage, Shelf Life

Packaging: Product packaged in cartridge or pail is enclosed in HDPE plastic containers, sausage is packaged in aluminum foil wrap.

Storage: 3M™ Fire Barrier Sealant CP 25WB+ should be stored indoors in dry conditions between 40°F and 90°F (4°C and 32°C) in the original unopened package. Avoid repeated freeze / thaw exposures of the 3M™ Fire Barrier Sealant CP 25WB+ prior to installation.

Shelf Life: 3M™ Fire Barrier Sealant CP 25WB+ shelf life is 12 months in original unopened containers from date of packaging when stored above 68°F (20°C).

Lot numbering (e.g. 8183AS): First digit = Last digit of year manufactured, Second to fourth digit = Julian Date, Letters = Random to distinguish between lot numbers

6. Installation Techniques

Consult a 3M Authorized Fire Protection Products Distributor / Dealer or Sales Representative for Applicable UL, Intertek or other third-party drawings and system details.

Preparatory Work: The surface of the opening and any penetrating items should be cleaned to allow for the proper adhesion of the 3M™ Fire Barrier Sealant CP 25WB+. Ensure that the surface of the substrates are not wet and are frost free. Sealant can be installed with a standard caulking gun, pneumatic pumping equipment or it can be easily applied with a putty knife or trowel.

Installation Details: Install the applicable depth of backing material, if required, as detailed within the applicable UL, Intertek, FM or other third-party listed system. Cut the end of the 3M™ Fire Barrier Sealant CP 25WB+ tube spout to achieve the desired bead width when applying. Install the applicable depth of 3M™ Fire Barrier Sealant CP 25WB+ into the opening flush with the surface of the substrate, or as detailed within the applicable listed system, at the depth for the assembly and rating that is required. Tool within five minutes. Clean all tools immediately after use with water.

Limitations: Do not apply 3M™ Fire Barrier Sealant CP 25WB+ when surrounding temperature is less than 40°F (4°C) and in conditions where seals may be exposed to rain or water spray within 18 hours of application. Do not apply 3M™ Fire Barrier Sealant CP 25WB+ to building materials that bleed oil, plasticizers or solvent (e.g. impregnated wood, oil-based sealants, or green or partially vulcanized rubber). Do not apply 3M™ Fire Barrier Sealant CP 25WB+ to wet or frost-coated surfaces or to areas that are continuously damp or immersed in water.

NOTICE: This product is not acceptable for use with chlorinated polyvinylchloride (CPVC) pipes.

7. Maintenance

No maintenance should be required when installed in accordance with the applicable UL, Intertek, FM or other third-party listed system. Once installed, if any section of the 3M™ Fire Barrier Sealant CP 25WB+ is damaged, the following procedure will apply: remove and reinstall the damaged section in accordance with the applicable listed system, with a minimum 1/2 in. (12.7mm) overlap onto the adjacent material.

8. Availability

3M™ Fire Barrier Sealant CP 25WB+ is available from 3M Authorized Fire Protection Products Distributors and Dealers. 3M™ Fire Barrier Sealant CP 25WB+ is available in 10.1 fl. oz. cartridges (12/case), 20.0 fl. oz. sausages (10/case), 27.0 fl. oz. cartridges (6/case), 2 gallon pails (1/case) and 5 gallon pails (1/case). For additional technical and purchasing information regarding this and other 3M™ Fire Protection Products, please call: 1-800-328-1687 or visit www.3M.com/firestop.

9. Safe Handling Information

Consult product Material Safety Data Sheet (MSDS) prior to handling and disposal.

3M

3M Industrial Adhesives and Tapes Division
3M Center, Building 225-3S-06
St. Paul, MN 55144-1000 USA
1-800-362-3550
www.3M.com/IATD

Exhibit E

131 SOUTH DEARBORN – CHILLED/CONDENSER WATER SYSTEM DETAILS

131 S. Dearborn

Chilled/Condenser Water System

The Chilled Water System consists of 4 Carrier 19XR Centrifugal Chillers. Three (3) chillers are 1200 tons and one (1) is 625 tons located in the Central Plant on the 11th fl. Total Chilled Water is 4225 tons and there are tenant futures located just off the mid-rise elevators on each floor. Any tenant that uses the base building chilled water system must install a BTU meter for chiller water billing purposes. The current rate for chilled water is 14 cents per ton hour.

The Condenser System consists of three (3) 1875 ton Cooling Towers located on the 38th fl for a total of 5,625 tons of condenser water. There are tenant futures just off of the high rise elevators on each floor for tenant use at no cost.

Exhibit F

131 SOUTH DEARBORN – DISTRIBUTED ANTENNA SYSTEM (DAS) DETAILS

Distributed Antenna System (DAS)

Should the DAS antenna, conduit, junction boxes, etc., need to be relocated for construction purposes, cost will be the sole responsibility of the tenant/contractor and shall be treated the same as the relocation of any portion of the Fire Life Safety System. Should relocation of parts or all of the system be required all drawings must be provided for Hines approval. Relocation will be done solely by the DAS provider, Verizon, who will provide price for relocation and Hines will submit that price to the tenant/contractor prior to any relocation.

131 South Dearborn

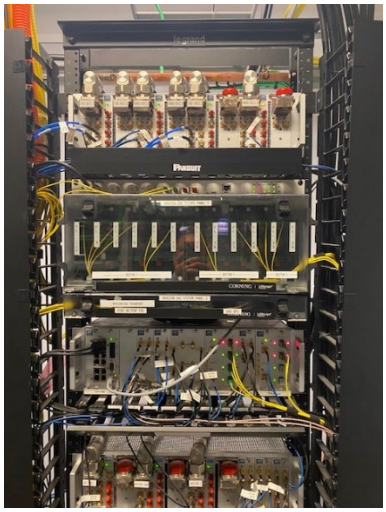
DAS

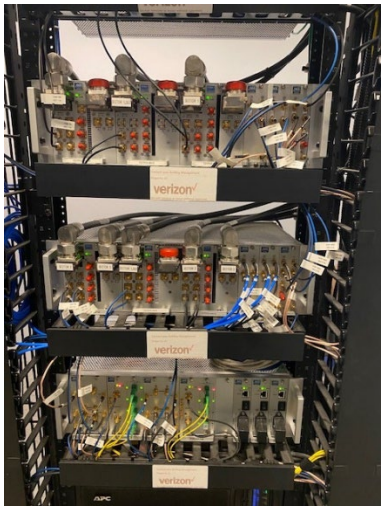
"DAS" stands for Distributed Antenna System. It's a network of antennas used to enhance wireless coverage, particularly in buildings or areas where cellular signals are weak or inconsistent.

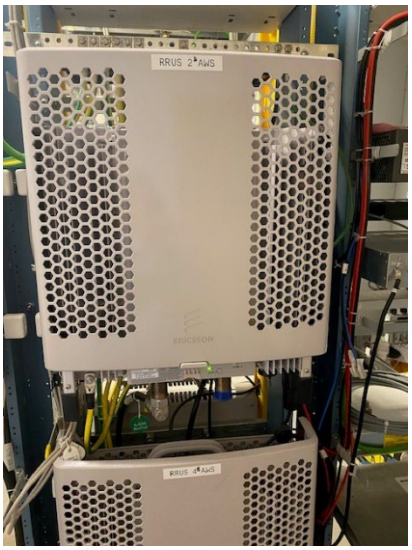
The DAS system at 131 S Dearborn was initially installed in 2016 by Verizon, and AT&T was added in 2019.

Should you require additional detail information regarding the system at the building, please reach out to the Verizon Account Representative – Mr. Ahad Moten, Senior Account Manager for downtown Chicago – his email is ahad.moten@verizonwireless.com .

The DAS equipment is located on the 11th floor in the CO Location Room – Unit 1119.
Please see photos below regarding what type of equipment is in the room.






RRUS 2 AWS


RRUS 6 AWS


AT&T SGB1
PANDUIT
PANDUIT

Exhibit G

RISER MANAGEMENT/TELECOM DETAILS

131 South Dearborn Telecommunication Infrastructure

131 SOUTH DEARBORN QUICK FACTS:

AT&T copper and fiber from NW and SE POE to 11th floor
Verizon fiber from NW POE to 11th floor and fiber tie to NETPOP
Zayo fiber from NW POE to 11th floor and fiber tie to NETPOP

RISER MANAGER:
IMG Technologies

George Sagris
gsagris@img-connect.com
24/7: 888.464.5520

Telecommunication Capabilities

Providers

	Internet	Phone	Cloud	DAS	TV	Fiber	Copper	Coax
AT&T	✓	✓	✓	✓	✓	✓	✓	
Verizon	✓	✓	✓	✓		✓		
Zayo	✓		✓			✓		
Comcast	✓	✓			✓	✓		✓
Cogent	✓					✓		
Lightower	✓		✓			✓		
Level 3	✓	✓	✓			✓		
XO	✓	✓				✓		
DirectTV					✓	✓		